



CONTRACT AMENDMENT

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 W. Adams, Room
303
Phoenix, Arizona 85007
(602) 542-1040

Contract No: HP961245-003

Amendment No: 2

Tracy Chisler/am

HRPP/NICP Community Nursing

It is mutually agreed that the Contract referenced is amended as follows:

1. **Effective July 1, 2012**, pursuant to Page Nineteen (19), Special Terms and Conditions, Provision C., Contract Extensions 5 Year Maximum, the Contract is hereby extended through June 30, 2013.
2. Uniform Terms and Conditions, Page Twelve (12), Provision C., Contract administration and operation, Item C.2.; Non-Discrimination language is hereby revised and replaced with:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules, and regulations, including Americans with Disabilities Act.
3. Uniform Terms and Conditions, Page Twelve (12), Provision C., Contract administration and operation, is hereby revised and adds the following:
 8. Federal Immigration and Nationality Act. The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.
 10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
 11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

All other provisions shall remain in their entirety.

Contractor hereby acknowledges receipt and acceptance of above amendment and that a signed copy must be filed with the Procurement Office before the effective date.

The above referenced Contract Amendment is hereby executed this _____ day of _____, 2012 at Phoenix, Arizona

Signature / Date

Authorized Signatory's Name and Title:
Tommie Cline Martin,
Chairman of the Board

Contractor's Name:

Gila County Division of Health and
Emergency Services

Procurement Officer



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12. Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the Contract. This provision applies to work performed by subcontractors at all tiers.

4. Uniform Terms and Conditions, Page Sixteen (16), Provision G., Warranties, Item G.5, "Year 2000" is hereby deleted.

The following changes to Special Terms and Conditions will be effective upon execution of Amendment Two (2).


5. Delete in its entirety, Special Terms and Conditions, Page Twenty-One (21), Provision S., Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, from the Contract.
6. Delete in its entirety, Special Terms and Conditions, Page Twenty-Two (22), Provision T. Offshore Performance of Work Prohibited, from the Contract.
7. Delete in its entirety, Special Terms and Conditions, Page Twenty-Four (24), Provision V., Insurance Requirements, Paragraph Six (6), Approval, and replace it with the following:

APPROVAL: Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

8. Special Terms and Conditions, Page Twenty-Five (25), Provision W., Health Insurance Portability and Accountability Act of 1996 is hereby revised and replaced with:

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

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9. Special Terms and Conditions, Page Twenty-Five, Provision X., Pandemic Contractual Performance, hereby adds the following:
 3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within seventy-two (72) hours of the request.